

JS-6

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

CAPITAL ONE, N.A., as Trustee of the
BETA INDIVIDUAL EMPLOYER
WELFARE BENEFIT PLAN AND
TRUST, and POINTE BENEFIT
CONSULTANTS, LLC as
Administrator/Recordkeeper of the BETA
INDIVIDUAL EMPLOYER WELFARE
BENEFIT PLAN AND TRUST,

Plaintiffs,

vs.

LAWRENCE SAKS, M.D., JEANNE
SAKS, and MASSACHUSETTS MUTUAL
LIFE INSURANCE COMPANY,

Defendants.

And related cross-actions

Case No. 2:13-cv-06411-SJO-PJW

Honorable S. James Otero

JUDGMENT

Courtroom: 1

1 After considering the parties' Motions for Judgment pursuant to Federal Rule
2 of Civil Procedure Rule 52 and the arguments of counsel at a hearing on June 9,
3 2015, this Court issued its Findings of Facts and Conclusions of Law on June 26,
4 2015 (Docket # 131). Based on the aforementioned matters and for good cause
5 appearing, IT IS HEREBY ORDERED, ADJUDGED AND DECREED AS
6 FOLLOWS:

7 (1) Judgment shall be entered in favor of Defendant, Cross-Claimant and
8 Counter-Claimant Massachusetts Mutual Life Insurance Company ("MassMutual")
9 on its claim against Defendant and Cross-Defendant Lawrence Saks ("Lawrence")
10 for misrepresentation with respect to life insurance policy no. 11-564-044 issued by
11 MassMutual and insuring Lawrence's life (the "Disputed Policy");

12 (2) As there is no cause of action in California for unjust enrichment,
13 MassMutual is not entitled to any recovery against Lawrence for unjust enrichment
14 with respect to the Disputed Policy; and

15 (3) Judgment shall be entered in favor of MassMutual on its claim against
16 Lawrence and Defendant and Cross-Defendant Jeanne Saks ("Jeanne") for
17 declaratory relief concerning the rights and duties of the parties with respect to the
18 Disputed Policy and, in accordance with the relief sought by MassMutual, this Court
19 declares that:

20 (a) Lawrence committed fraud and made material
21 misrepresentations to MassMutual and thus was not entitled to the
22 premiums waived for the Disputed Policy in the amount of \$201,530
23 per year for five years (totaling \$1,007,650 in unpaid premiums), and
24 the value of the Disputed Policy shall accordingly be calculated, taking
25 into account the unpaid premiums in the amount of \$1,007,650 and any
26 other adjustments to which MassMutual is entitled in accordance with
27 the terms of the Disputed Policy;
28

(b) the determination of the value of the Disputed Policy is referred to the Parties for resolution and is to be calculated in accordance with the terms of the Disputed Policy;

(c) Lawrence, Jeanne and Plaintiff and Counter-Defendant Capital One, N.A., as Trustee of the BETA Individual Employer Welfare Benefit Plan and Trust ("Capital One") are bound by the Court's judgment that the Disputed Policy's waiver of premium benefit does not apply;

(4) As to MassMutual's Counterclaim, since there is no remaining dispute as to the rights and obligations of the parties under the terms of the BETA Individual Employer Welfare Benefit Plan and Trust ("Plan"), or the Disputed Policy, Plaintiffs Capital One and Pointe Benefit Consultants, LLC, as Administrator/Recordkeeper of the Plan, are bound by this Judgment;

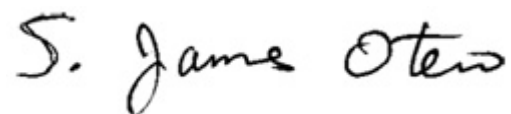
(5) Pursuant to the Court's August 6, 2014 Order granting in part Jeanne's Motion for Summary Judgment (Docket # 94), upon distribution of Plan assets, Plaintiffs are to directly disburse all of the Plan assets at issue to Jeanne rather than to Lawrence and any distributions of policies issued by MassMutual that comprise the Plan assets (including the Disputed Policy) shall be made pursuant to the terms of such policies;

(6) The Superior Court shall retain jurisdiction over any remaining disputes between Lawrence and Jeanne pursuant to the Marital Settlement Agreement between Lawrence and Jeanne; and

(7) Each party shall bear his, her or its own costs and attorneys' fees.

IT IS SO ORDERED.

Dated: July 21, 2015



S. James Otero
Judge of the United States District Court